HIGH COURT OF CHHATTISGARH AT BILASPUR

M.A. No.171/2006

CORAM: Hon'ble Shri **S.R. Nayak**, Chief Justice &
Hon'ble Shri **D.R. Deshmukh**, J.

Appellant : United India Insurance Company Ltd., Through - Branch Manager, Branch - Jagdalpur (C.G.) Non-applicant No.3.

Versus

Respondents :
1. Subhash Chandra Mishra S/o Akshewar Nath, aged about 54 years, R/o Sanjay Market, Jagdalpur, District Bastar (C.G.)
2. Shatrughan Prasad Tiwari S/o Ayodhya Prasad, R/o Indira Ward, Near Sanjay Market, Jagdalpur, District Bastar (C.G.)

Non-applicants 1 & 2

3. Smt. Demuna Bai Wd/o Late Shri Kaliram, Caste - Yadav, aged about 42 years,
4. Omprakash Yadav S/o Late Shri Kaliram Yadav, Aged 18 years (Minor),
5. Jaiprakash Yadav S/o Late Shri Kaliram Yadav aged about 14 years (Minor),
6. Ramprakash Yadav S/o Late Shri Kaliram Yadav, aged 12 years (Minor),
7. Jeetprakash Yadav S/o Late Shri Kaliram Yadav, aged about 7 years (Minor),

Nos.4 to 7 through Wali Mother/Guardian Smt. Demuna Bai Wd/o Late Shri Kaliram.

All/R/o Bahadurguda, Thana Bodhghat, District Bastar, Jagdalpur (C.G.)

Applicants

Shri Sanjay K. Agrawal for the appellant.

ORAL ORDER
(Passed on 15.2.2006)

The following oral order of the Court was passed by S.R.NAYAK, C.J.

In this appeal preferred by the Insurance-Company, it was contended by the learned counsel for the Insurance-Company that though the claimant is entitled to claim interest in terms of clause (a) of sub-section (3) of Section 4A of the Workmen Compensation Act 1923 (hereinafter referred to as 'the Act) from the employer, that liability cannot be fastened on the Insurance-Company. It was also contended by the learned counsel for the appellant that the deceased did not die in the accident arising out of and in the course of his employment and, therefore, the legal representatives of the deceased are not entitled to compensation.

2. We do not find any merit in both the contentions. The liability of the Insurer to pay the interest in terms of clause (a) of sub-section (3) of Section 4A of the Act is co-extensive with liability of the employer to pay interest. As regards the second contention, suffice it to state that though a vague plea was taken by the Insurance-Company in its written statement that the deceased died natural death, that plea was not substantiated by adducing any substantive legal evidence. The pleading as well as the proof are utterly lacking.

3. This appeal is devoid of merit and dismissed. No costs.

Sd/-
Chief Justice

Sd/-
Dilip Raosaheb Deshmukh
Judge

Anjum